

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This is an application by the Landlord for a monetary order claim for damage to the unit, site or property, for unpaid rent or utilities, for keep all or part of the pet damage deposit or security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and the recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed affirmed testimony. The Tenant did not attend.

At the beginning of the hearing the Landlord stated that there was no unpaid rent or utilities and that portion of the claim is withdrawn.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for damage to the unit, site or property, to keep all of the security deposit, for compensation for damage or loss under the Act, regulation or tenancy agreement and the recovery of the filing fee?

Background and Evidence

The Landlord states that the hearing package documents were sent by registered mail to the Tenant(s) forwarding address. The registered mail packages were returned by Canada Post unclaimed. The Landlord states that the Tenants were spoken to by telephone to confirm the address and another set of hearing documents were sent by regular mail to the same address.

The Landlord states that this tenancy began on July 1, 2010 on a fixed term tenancy until June 30, 2011, but ended late in September 2010. The Landlord was unable to re-rent the unit until November 15, 2010. The Landlord states that they feel that it was due to the driveway requiring re-paving at a cost of \$1,092.00 as shown in the invoice from the contractor. The Landlord also states in their evidence that the cause was excessive oil leakage from the Tenant's vehicle and then it was seal coated over the oil without first cleaning it up. The monthly rent was \$900.00 payable on the 1st of each month and a \$450.00 security deposit was paid on June 4, 2010. The Landlord is also

claiming \$134.40 for carpet cleaning, but has not provided any receipts of an expense incurred. The Landlord states that the carpet cleaning cost is supported by the condition inspection report for the move-out. The report also shows that the Tenant, D.W. agreed to the deductions for carpet cleaning and driveway cleanup. The Landlord is also seeking to claim 1 ½ months rent \$1,350.00 as compensation for being unable to re-rent the unit. The Landlord states that they are constantly advertising on the internet and were unable re-rent the unit until November 15, 2010. The Landlord is claiming \$500.00 as liquidated damages for breaching section 14 of the signed tenancy agreement. The Landlord is also seeking to retain the \$450.00 security deposit to offset the losses being claimed.

The Landlord has submitted a total claim of \$3,076.40.

Analysis

I find that the Landlord has properly served the Tenant by sending the hearing documents by registered mail on October 19, 2010 which was returned unclaimed and then contacted the Tenant by telephone to confirm the address and personally served them with a copy after.

Based upon the undisputed affirmed testimony of the Landlord, I accept that the Landlord has established a claim for \$3,076.40. The Landlord is also entitled to the recovery of the \$50.00 filing fee. I order that the Landlord retain the \$450.00 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$2,676.40. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$2,676.40.

The Landlord may retain the security deposit.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 14, 2011.

Residential Tenancy Branch